

RIDER No. 1

**GS-11B-02243
1400 WILSON BOULEVARD
ARLINGTON, VA**

This Rider No. 1 (this "Rider") represents additional remarks or conditions with respect to this offer and shall be incorporated into, and made a part of, the SF-2 of the Lease for the Leased Premises (as defined in the SF-2). In the event of any conflict or inconsistency between the terms and conditions of this Rider and those of the Solicitation for Offers No. 9VA2313 (including any attachments or amendments thereto, the "SFO") of the lease, the SF-2, or any provision of any other documents made a part of the lease (collectively, the "Lease"), the provisions contained in this Rider shall govern. The SFO is hereby amended as follows:

A) Notwithstanding anything to the contrary contained in the SFO or elsewhere in the Lease, any security measures or improvements requested or implemented by the Government, whether specified in the SFO or otherwise (except as specifically provided in Exhibit B to the SF-2), that are in addition to the security improvements in place within the Leased Premises or the building as of the date of execution of this Lease, including, but not limited to, any parking or common areas, shall be at the Government's sole cost and expense (including, without limitation, the cost of causing such security measures and improvements and the building, as altered as a result of such security measures and improvements, to comply with applicable federal, state and local laws and regulations). The Government shall be responsible for the cost of any background checks required in connection with this Lease.

B) If any work or service, including, but not limited to, any maintenance or repair, that the Lessor shall perform under the SFO requires the moving and returning or replacing of the Government's furniture, fixtures, or equipment, then all such moving and returning or replacing shall be at the Government's sole cost and expense.

C) All improvements requested by the Government that are not listed on Exhibit B to the SF2 shall be tenant improvements to be completed by the Government at the Government's sole cost and expense.

D) All costs of providing security escorts in connection with the construction or installation of any tenant improvements shall be paid out of the Tenant Improvement Allowance. Notwithstanding anything to the contrary contained herein, the Tenant Improvement Allowance shall be used to pay any overtime costs (including, without limitation, overtime payments to construction workers or contractors) that (i) are incurred by Lessor while performing the capital improvements required by Exhibit B to the SF2 and (ii) are the result of (x) the Government's request for expedited completion or (y) delays caused by the Government. The cost of any drawings required for completion of any tenant improvements shall be paid out of the Tenant Improvement Allowance. Notwithstanding anything to the contrary in the SFO, Lessor and the Government shall agree upon a reasonable timeline for all tenant improvements to be performed by Lessor, and such timeline shall replace all dates and deadlines for tenant improvements in the SFO.

E) Notwithstanding anything to the contrary contained in Section 2 (Subletting and Assignment) of the General Clauses or elsewhere in the Lease, the Government may sublet any part of the Leased Premises or assign the Lease in its entirety, but shall not be released from any obligations under the Lease by reason of any such subletting or assignment. In the event of any assignment or subletting, the proposed assignee or subtenant shall be subject to prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. The Lessor will be deemed to have reasonably withheld its consent if the Lessor, in its reasonable discretion, determines that the proposed sublessee or assignee (i) would deviate from the general office and related space purposes

(b) (6)

for which the Government initially intends to use the Leased Premises, (ii) is a military or police enforcement agency where weapons may be brought in the building, (iii) requires increased access to the Leased Premises by the general public, (iv) will increase the security requirements to be provided by the Lessor for the Leased Premises or the building, or (v) does not have a similar credit quality as, or better credit quality than, the Government (*i.e.*, with the full faith and credit of the United States of America). In the event any assignment or sublease results in a material change in the operating costs incurred by Lessor, the operating cost base shall be adjusted accordingly.

F) Notwithstanding anything to the contrary contained in Section 6 (Substitution of Tenant Agency) of the General Clauses or elsewhere in the Lease, the Government's right to substitute a different tenant agency is limited to agencies that (i) will not deviate from the general office and related space purposes for which the Government initially intends to use the Leased Premises, and (ii) have similar credit quality as, or better credit quality than, the Government (*i.e.*, with the full faith and credit of the United States of America). Any such tenant agency shall be subject to the prior written consent of the Lessor, which consent the Lessor may not unreasonably withhold, condition, or delay. The Lessor shall be deemed to have reasonably withheld its consent if the Lessor, in its reasonable discretion, determines that any proposed substitute tenant agency does not meet either (i) or (ii) above. In the event any agency substitution results in a material change in the operating costs incurred by Lessor, the operating cost base shall be adjusted accordingly.

G) Notwithstanding anything to the contrary contained in Section 11 (Default in Delivery – Time Extensions) or Section 16 (Default by Lessor During the Term) of the General Clauses, or elsewhere in the Lease, before the Government may initiate a remedy in the case of an alleged default by the Lessor, the Government shall notify the Lessor or any Lessor's Lender of the default in writing. The Lessor shall have a 30 day cure period following receipt of such notice from the Contracting Officer for any default by the Lessor; provided, however, that if such cure cannot reasonably be effected within such 30-day period and the Lessor begins such cure promptly within such period and is pursuing such cure in good faith and with diligence and continuity during such period, then, except in the event of an emergency, the Lessor shall have such additional time as is reasonably necessary to effect such cure. The Government shall afford Lessor's Lender, if any, a reasonable period of time (not less than 30 days after receipt of notice) to cure any default in lieu of the Lessor doing so. Any such cure by Lessor's Lender, if performed to the Government's reasonable satisfaction, shall be accepted by the Government as if the Lessor had so cured.

H) The following shall be inserted at the end of Section 17 (Fire and Casualty Damage) of the General Clauses:

"Notwithstanding the provision set forth above, the Government agrees not to exercise its option to terminate the Lease in the event of partial damage or destruction so long as the Lessor is diligently prosecuting the repair and restoration of the Leased Premises and all of the following conditions are met:

1. The remainder of the Leased Premises are tenantable and may be used for the purpose for which they were leased;
2. The Lessor can demonstrate to the Government's reasonable satisfaction that the repair or restoration of the Leased Premises to substantially the same condition that existed immediately prior to the damage or destruction can be substantially completed and the Leased Premises reoccupied within 365 days of the damage or destruction and without unreasonable interference to the occupancy of the remainder of the Leased Premises; and
3. The Lessor gives the Government a credit for the rent paid by the Government for substitute space in excess of the rent for the same amount of space that would have been due under the Lease, and reimburses the Government for its costs to move and return to the Leased Premises."

I) Notwithstanding anything to the contrary contained in Section 19 (Alterations) of the General Clauses or elsewhere in the Lease, the Government shall have the right during the term of the Lease

to make alterations, attach fixtures, and erect structures or signs in or upon the Leased Premises (including the garage) so long as the Government first executes a change order (pursuant to Sections 33 and 34 of the General Clauses) and obtains prior written consent of the Lessor thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. The Lessor shall have 30 calendar days from its receipt of notice from the Government to approve or disapprove such alterations, fixtures, structures, or signs. Any increased costs associated with the Leased Premises as a result of such alterations, fixtures, structures, or signs shall be paid by the Government.